CITY OF SAN DIEGO
CONSENT TO USE AND OCCUPANCY PERMIT
[NEW CENTRAL LIBRARY]

THIS CITY OF SAN DIEGO CONSENT TO USE AND OCCUPANCY PERMIT ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective as of **September 1, 2013** (the "Effective Date"), when acknowledged and agreed to by SAN DIEGO UNIFIED SCHOOL DISTRICT, a public school district of the State of California ("DISTRICT"), and signed by CITY, and approved as to form and legality by the San Diego City Attorney, as follows:

1. Master Lease. CITY, as lessor, and DISTRICT, as lessee, are parties to that certain CITY OF SAN DIEGO NEW CENTRAL LIBRARY LEASE AGREEMENT ("Master Lease") dated April 28, 2010, filed in the Office of the San Diego City Clerk on April 19, 2010, as Document No. RR-305763 relating to the leasing of the sixth and seventh floors of the New San Diego Central Library located at 330 Park Boulevard, San Diego, California 92101 (the "Master Lease Premises").

2. Use & Occupancy Permit. DISTRICT, as licensor, and E3 CIVIC HIGH, a California nonprofit public benefit corporation formerly known as "Downtown Charter High, Inc." ("Permittee"), as licensee, are parties to that certain MULTIYEAR FACILITIES USE PERMIT AGREEMENT BY AND BETWEEN THE SAN DIEGO UNIFIED SCHOOL DISTRICT AND DOWNTOWN CHARTER SCHOOL, INC. ("Use & Occupancy Permit") dated as of July 30, 2013, relating to the licensing of the use and occupancy of the Master Lease Premises.

3. Consent Required. Master Lease section 48. Assignment, Subletting, and Licensing requires CITY's consent to DISTRICT's licensing of the Master Lease Premises.

4. No Release. Nothing herein shall release DISTRICT from any of its obligations under the Master Lease.

5. Consent. Subject to the foregoing, CITY hereby consents to DISTRICT's licensing the Master Lease Premises to Permittee, provided all of the following conditions are and remain true throughout the term of the Use & Occupancy Permit:

   (a) The Use & Occupancy Permit is and shall be subject and subordinate to the Master Lease, as may be amended from time to time, and this Consent;

   (b) CITY is not bound by any term or condition in the Use & Occupancy Permit which in any way conflicts with CITY's rights or would otherwise result in increasing CITY's obligations under the Master Lease.

   If at any time the foregoing provisions are not true, this Consent shall automatically and retroactively become null and void as of the Effective Date.

IN WITNESS WHEREOF, this Consent is executed to be effective as of the Effective Date.

THE CITY OF SAN DIEGO, a California municipal corporation

BY: _____
James F. Barwick, CCIM
Real Estate Assets Director

Approved as to form and legality:

JAN I. GOLDSMITH, City Attorney

BY: _____
Name: ROBERT Vacchi
Title: DEPUTY CITY ATTORNEY

Acknowledged and agreed to by DISTRICT:

SAN DIEGO UNIFIED SCHOOL DISTRICT, a public school district of the State ~~of California~~

BY: _____
Name: Randy White
Title: Interim Dir., Real Estate